

1911-22

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 12, 1995, between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferor"), and AKF CORP., a Delaware corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

WHEREAS: the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases (as defined below) to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the Transferee hereby covenants and agrees to discharge, perform and

comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the first date written above.

AKF CORP.

By: 

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.


7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the first date written above.

AKF CORP.

By: _____
Name: Monte L. Miller
Title: Vice President

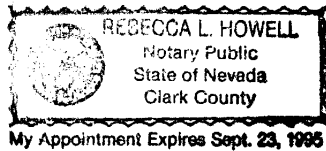
ACF INDUSTRIES, INCORPORATED

By:  _____
Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this 22 day of June, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Rebecca L. Howell

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this _____ day of June, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this _____ day of June, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 26th day of June, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins
Notary Public

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex A hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex B hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex B hereto.

ANNEX A

RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER
ACFX	41128	ACFX	64856	ACFX	65240
ACFX	41129	ACFX	64857	ACFX	65241
ACFX	41130	ACFX	64858	ACFX	65242
ACFX	41131	ACFX	64859	ACFX	65243
ACFX	41132	ACFX	64860	ACFX	65244
ACFX	64811	ACFX	64861	ACFX	65245
ACFX	64812	ACFX	64862	ACFX	65246
ACFX	64813	ACFX	64863	ACFX	65247
ACFX	64814	ACFX	64864	ACFX	65250
ACFX	64815	ACFX	64865	ACFX	65251
ACFX	64816	ACFX	64866	ACFX	65252
ACFX	64817	ACFX	64867	ACFX	65253
ACFX	64818	ACFX	64868	ACFX	65254
ACFX	64819	ACFX	64869	ACFX	65255
ACFX	64820	ACFX	64870	ACFX	65258
ACFX	64821	ACFX	64871	ACFX	65259
ACFX	64822	ACFX	64872	ACFX	65261
ACFX	64823	ACFX	64873	ACFX	65262
ACFX	64824	ACFX	64874	ACFX	65263
ACFX	64825	ACFX	64875	ACFX	65264
ACFX	64826	ACFX	64876	ACFX	65265
ACFX	64827	ACFX	64877	ACFX	65267
ACFX	64828	ACFX	64878	ACFX	65268
ACFX	64829	ACFX	64879	ACFX	65269
ACFX	64830	ACFX	64880	ACFX	65270
ACFX	64831	ACFX	64881	ACFX	65271
ACFX	64832	ACFX	64883	ACFX	65272
ACFX	64833	ACFX	64884	ACFX	65274
ACFX	64834	ACFX	64887	ACFX	65275
ACFX	64835	ACFX	64888	ACFX	65276
ACFX	64836	ACFX	64889	ACFX	65277
ACFX	64837	ACFX	64890	ACFX	65281
ACFX	64838	ACFX	64891	ACFX	65284
ACFX	64839	ACFX	64892	ACFX	65285
ACFX	64840	ACFX	64893	ACFX	65286
ACFX	64841	ACFX	64894	ACFX	65287
ACFX	64842	ACFX	64895	ACFX	65290
ACFX	64843	ACFX	64896	ACFX	65293
ACFX	64844	ACFX	64897	ACFX	65295
ACFX	64845	ACFX	64898	ACFX	65296
ACFX	64846	ACFX	65229	ACFX	65339
ACFX	64847	ACFX	65230	ACFX	65340
ACFX	64848	ACFX	65231	ACFX	65341
ACFX	64849	ACFX	65232	ACFX	65342
ACFX	64850	ACFX	65233	ACFX	65343
ACFX	64851	ACFX	65234	ACFX	65344
ACFX	64852	ACFX	65235	ACFX	65345
ACFX	64853	ACFX	65236	ACFX	65346
ACFX	64854	ACFX	65237	ACFX	65347
ACFX	64855	ACFX	65238	ACFX	65348

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5 AG PROCESSING, INC.
10 ALLIED-SIGNAL, INC.

	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
	LESSEE CODE							
	5 AG PROCESSING, INC.							
	56650016	ACFX	72494	T	1987	01/01/93	12/31/97	
	56650016	ACFX	72498	T	1987	01/01/93	12/31/97	
	56650016	ACFX	72499	T	1987	01/01/93	12/31/97	
	56650016	ACFX	72500	T	1987	01/01/93	12/31/97	
	56650016	ACFX	72501	T	1988	01/01/93	12/31/97	
	56650016	ACFX	72502	T	1988	01/01/93	12/31/97	
	56650016	ACFX	72503	T	1987	01/01/93	12/31/97	
	56650016	ACFX	72504	T	1988	01/01/93	12/31/97	
	56650016	ACFX	72505	T	1988	01/01/93	12/31/97	
	56650018	ACFX	72331	T	1987	01/01/93	12/31/97	
	62110165	ACFX	65229	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65230	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65231	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65232	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65233	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65234	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65235	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65236	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65237	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65238	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65240	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65241	H	1988	03/01/93	02/29/96	
	62110165	ACFX	65242	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65243	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65244	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65245	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65246	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65247	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65250	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65251	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65252	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65253	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65254	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65255	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65258	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65259	H	1987	03/01/93	02/29/96	
	62110165	ACFX	65261	H	1987	03/01/93	02/29/96	

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ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
10 ALLIED-SIGNAL, INC. 73ICI CANADA INC.		62110165	ACFX 65262	H	1987	03/01/93	02/29/96	50
		62110165	ACFX 65263	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65264	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65265	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65267	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65268	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65269	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65270	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65271	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65272	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65274	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65275	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65276	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65277	H	1987	03/01/93	02/29/96	
		62110165	ACFX 65281	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65284	H	1988	03/01/93	02/29/96	
73ICI CANADA INC. 132DARLING INTERNATIONAL		62110165	ACFX 65285	H	1988	03/01/93	02/29/96	6
		62110165	ACFX 65286	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65287	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65290	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65293	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65295	H	1988	03/01/93	02/29/96	
		62110165	ACFX 65296	H	1988	03/01/93	02/29/96	
		52920010	ACFX 77347	T	1987	02/01/94	01/31/97	
		52920010	ACFX 77348	T	1987	02/01/94	01/31/97	
		52920010	ACFX 77349	T	1987	02/01/94	01/31/97	
		52920010	ACFX 77350	T	1987	02/01/94	01/31/97	
		52920010	ACFX 77351	T	1987	02/01/94	01/31/97	
		52920010	ACFX 77352	T	1987	02/01/94	01/31/97	
		6193	ACFX 95933	T	1995	00/00/00	00/00/00	
		6193	ACFX 95946	T	1995	00/00/00	00/00/00	
		6193	ACFX 95948	T	1995	00/00/00	00/00/00	
132DARLING INTERNATIONAL		6193	ACFX 95949	T	1995	00/00/00	00/00/00	6
		6193	ACFX 95953	T	1995	00/00/00	00/00/00	
		6193	ACFX 95955	T	1995	00/00/00	00/00/00	
		6193	ACFX 95955	T	1995	00/00/00	00/00/00	

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LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
161E I DUPONT DE NEMOURS AND C		00020201	ACFX 72562	T	1988	06/01/93	05/31/98	15
		00020201	ACFX 72563	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72564	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72565	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72566	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72567	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72568	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72569	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72570	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72571	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72572	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72573	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72574	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72575	T	1988	06/01/93	05/31/98	
		00020201	ACFX 72577	T	1988	06/01/93	05/31/98	
161E I DUPONT DE NEMOURS AND C 170EXXON CHEMICAL AMERICAS		67860049	ACFX 64823	H	1987	02/01/94	01/31/97	17
		67860049	ACFX 64824	H	1987	02/01/94	01/31/97	
		67860049	ACFX 64834	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64836	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64838	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64847	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64853	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64856	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64858	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64860	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64863	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64869	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64876	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64878	H	1988	02/01/94	01/31/97	
		67860049	ACFX 64889	H	1988	02/01/94	01/31/97	
170EXXON CHEMICAL AMERICAS 192FORMOSA PLASTICS CORPORATIO 193CELTRAN, INCORPORATED		67860049	ACFX 64891	H	1988	02/01/94	01/31/97	1
		67860049	ACFX 64898	H	1988	02/01/94	01/31/97	
		5998	ACFX 64835	H	1988	04/01/94	03/31/99	
		71730036	ACFX 64822	H	1987	12/01/93	11/30/98	
		71730036	ACFX 64830	H	1987	12/01/93	11/30/98	

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LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
193CELTRAN, INCORPORATED 225GEON COMPANY, THE								
		71730036	ACFX	64862	H	1988	12/01/93	11/30/98
		35250019	ACFX	64812	H	1987	07/01/93	06/30/98
		35250019	ACFX	64815	H	1987	07/01/93	06/30/98
		35250019	ACFX	64819	H	1987	07/01/93	06/30/98
		35250019	ACFX	64820	H	1987	07/01/93	06/30/98
		35250019	ACFX	64825	H	1987	07/01/93	06/30/98
		35250019	ACFX	64826	H	1987	07/01/93	06/30/98
		35250019	ACFX	64827	H	1987	07/01/93	06/30/98
		35250019	ACFX	64828	H	1987	07/01/93	06/30/98
		35250019	ACFX	64829	H	1987	07/01/93	06/30/98
		35250019	ACFX	64832	H	1988	07/01/93	06/30/98
		35250019	ACFX	64837	H	1988	07/01/93	06/30/98
		35250019	ACFX	64841	H	1988	07/01/93	06/30/98
		35250019	ACFX	64843	H	1988	07/01/93	06/30/98
		35250019	ACFX	64846	H	1988	07/01/93	06/30/98
		35250019	ACFX	64848	H	1988	07/01/93	06/30/98
		35250019	ACFX	64849	H	1988	07/01/93	06/30/98
		35250019	ACFX	64851	H	1988	07/01/93	06/30/98
		35250019	ACFX	64852	H	1988	07/01/93	06/30/98
		35250019	ACFX	64854	H	1988	07/01/93	06/30/98
		35250019	ACFX	64855	H	1988	07/01/93	06/30/98
		35250019	ACFX	64857	H	1988	07/01/93	06/30/98
		35250019	ACFX	64859	H	1988	07/01/93	06/30/98
		35250019	ACFX	64861	H	1988	07/01/93	06/30/98
		35250019	ACFX	64864	H	1988	07/01/93	06/30/98
		35250019	ACFX	64866	H	1988	07/01/93	06/30/98
		35250019	ACFX	64871	H	1988	07/01/93	06/30/98
		35250019	ACFX	64872	H	1988	07/01/93	06/30/98
		35250019	ACFX	64873	H	1988	07/01/93	06/30/98
		35250019	ACFX	64874	H	1988	07/01/93	06/30/98
		35250019	ACFX	64875	H	1988	07/01/93	06/30/98
		35250019	ACFX	64877	H	1988	07/01/93	06/30/98
		35250019	ACFX	64879	H	1988	07/01/93	06/30/98
		35250019	ACFX	64881	H	1988	07/01/93	06/30/98
		35250019	ACFX	64890	H	1988	07/01/93	06/30/98
		35250019	ACFX	64892	H	1988	07/01/93	06/30/98
		35250019	ACFX	64893	H	1988	07/01/93	06/30/98

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LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
225	GEON COMPANY, THE 334MONTTELL USA INC. 334MONTTELL USA INC.	48740009	ACFX	64813	H	1987	09/01/92	08/31/97
		35250019	ACFX	64895	H	1988	07/01/93	06/30/98
		6011	ACFX	64817	H	1987	07/01/94	06/30/99
		6011	ACFX	64842	H	1988	07/01/94	06/30/99
		6011	ACFX	64845	H	1988	07/01/94	06/30/99
455	PHILLIPS PETROLEUM COMPANY	6011	ACFX	64868	H	1988	07/01/94	06/30/99
		6011	ACFX	64870	H	1988	07/01/94	06/30/99
		6011	ACFX	64880	H	1988	07/01/94	06/30/99
		6011	ACFX	64888	H	1988	07/01/94	06/30/99
		6011	ACFX	64888	H	1988	07/01/94	06/30/99
485	REXENE COMPANY 538METHANEX CORPORATION 538METHANEX CORPORATION	50570026	ACFX	64814	H	1987	06/01/94	05/31/99
		50570026	ACFX	64816	H	1987	06/01/94	05/31/99
		50570026	ACFX	64821	H	1987	06/01/94	05/31/99
		50570026	ACFX	64831	H	1988	06/01/94	05/31/99
		50570026	ACFX	64839	H	1988	06/01/94	05/31/99
543	CHEVRON U.S.A. PRODUCTS COM 568EASTMAN CHEMICAL COMPANY 568EASTMAN CHEMICAL COMPANY	50570026	ACFX	64883	H	1988	06/01/94	05/31/99
		50570026	ACFX	64887	H	1988	06/01/94	05/31/99
		50570026	ACFX	64897	H	1988	06/01/94	05/31/99
		4742	ACFX	72281	T	1988	04/01/93	03/31/98
		4446	ACFX	41128	H	1988	03/01/93	02/29/96
572	ARISTECH CHEMICAL CORPORATI	4446	ACFX	41129	H	1988	03/01/93	02/29/96
		4446	ACFX	41130	H	1988	03/01/93	02/29/96
		4446	ACFX	41131	H	1988	03/01/93	02/29/96
		4446	ACFX	41132	H	1988	03/01/93	02/29/96
		4423	ACFX	65342	H	1987	02/01/93	01/31/96
543	CHEVRON U.S.A. PRODUCTS COM 568EASTMAN CHEMICAL COMPANY 568EASTMAN CHEMICAL COMPANY	27530110	ACFX	72451	T	1987	02/01/93	01/31/98
		27530110	ACFX	72452	T	1987	02/01/93	01/31/98
		27530110	ACFX	72453	T	1987	02/01/93	01/31/98
		27530110	ACFX	72454	T	1987	02/01/93	01/31/98
		27530110	ACFX	72455	T	1987	02/01/93	01/31/98
572	ARISTECH CHEMICAL CORPORATI	27530110	ACFX	72456	T	1987	02/01/93	01/31/98
		27530110	ACFX	72457	T	1987	02/01/93	01/31/98
		27530110	ACFX	72457	T	1987	02/01/93	01/31/98
		27530110	ACFX	72457	T	1987	02/01/93	01/31/98
		27530110	ACFX	72457	T	1987	02/01/93	01/31/98

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ANNEX B

LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
572 ARISTECH CHEMICAL CORPORATIO								
601 QUANTUM CHEMICAL CORPORATIO								
		27530110	ACFX	72458	T	1987	02/01/93	01/31/98
		4696	ACFX	72257	T	1987	02/01/93	01/31/98
		4696	ACFX	72260	T	1987	02/01/93	01/31/98
		4696	ACFX	72261	T	1987	02/01/93	01/31/98
		4696	ACFX	72262	T	1987	02/01/93	01/31/98
		4696	ACFX	72264	T	1987	02/01/93	01/31/98
		4696	ACFX	72265	T	1987	02/01/93	01/31/98
		4696	ACFX	72266	T	1987	02/01/93	01/31/98
		4696	ACFX	72267	T	1987	02/01/93	01/31/98
		4696	ACFX	72268	T	1987	02/01/93	01/31/98
		4789	ACFX	72147	T	1987	03/01/93	02/28/98
		4789	ACFX	72148	T	1987	03/01/93	02/28/98
		4789	ACFX	72149	T	1987	03/01/93	02/28/98
		4789	ACFX	72150	T	1987	03/01/93	02/28/98
		4789	ACFX	72151	T	1987	03/01/93	02/28/98
		4789	ACFX	72152	T	1987	03/01/93	02/28/98
		4789	ACFX	72153	T	1987	03/01/93	02/28/98
		4789	ACFX	72154	T	1987	03/01/93	02/28/98
		4789	ACFX	72155	T	1987	03/01/93	02/28/98
		4789	ACFX	72156	T	1987	03/01/93	02/28/98
		4789	ACFX	72157	T	1987	03/01/93	02/28/98
		4789	ACFX	72158	T	1987	03/01/93	02/28/98
		4789	ACFX	72159	T	1987	03/01/93	02/28/98
		4789	ACFX	72161	T	1987	03/01/93	02/28/98
		4789	ACFX	72162	T	1987	03/01/93	02/28/98
601 QUANTUM CHEMICAL CORPORATIO								
1047 BUSH BOAKE ALLEN, INC.								
		08010028	ACFX	72512	T	1987	04/01/94	01/31/98
		08010028	ACFX	72513	T	1987	04/01/94	01/31/98
1047 BUSH BOAKE ALLEN, INC.								
1211 EPSILON PRODUCTS COMPANY								
		5876	ACFX	64811	H	1987	07/01/93	06/30/99
		5876	ACFX	64818	H	1987	07/01/93	06/30/99
		5876	ACFX	64833	H	1988	07/01/93	06/30/99
		5876	ACFX	64840	H	1988	07/01/93	06/30/99
		5876	ACFX	64844	H	1988	07/01/93	06/30/99
		5876	ACFX	64850	H	1988	07/01/93	06/30/99
		5876	ACFX	64865	H	1988	07/01/93	06/30/99
		5876	ACFX	64867	H	1988	07/01/93	06/30/99

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LESSEE CODE	LESSEE	CONTRACT RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CAPS
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[illegible]

